

Florence County School District Two

2121 South Pamplico Highway Pamplico, South Carolina 29583

> Robert E. Sullivan, Jr. Superintendent

> > Fax: (843) 493-1912

October 4, 2012

Schools and Libraries Division Box 125 – Correspondence Unit 80 South Jefferson Road Whippany, NJ 07981

To Whom It May Concern:

This letter is to inform you that Florence County School District Two (BEN 127212) has retained Service Associates, Incorporated to advise and assist the District in all matters regarding E-Rate and associated matters effective October 4, 2012, and we hereby authorize you to fully and openly speak and/or correspond with the Service Associates, Inc. Compliance Analysts listed below regarding all matters before USAC-SLD and/or the FCC:

Oliver T. Frail Thomas T. Traywick Heather K. Hosey Jane J. Jones

Additionally, these analysts will serve as the District's Form 471 Block 1 contact person, and as the District's E-rate contact on any other forms and correspondence requested by the District.

This Letter of Agency will be in effect through October 31, 2014, unless canceled or extended by the District, and covers all District applications for all types of services for any Funding Year.

Thank you for your assistance in this matter.

Sincerely

Telephone: (843) 493-2502

Robert E. Sullivan J

Superintendent

FUNDING COMMITMENT REPORT Billed Entity Name: FLORENCE COUNTY SCHOOL DIST 2 BEN: 127212

Funding Year: 2009



Comment on RAL corrections: The applicant did not submit any RAL corrections. Form 471 Application Number: 682814 Funding Request Number: 1866285 Funding Status: Not Funded Category of Service: Internal Connections Form 470 Application Number: 977960000566646 SPIN: 143017811 Service Provider Name: Computer Software Innovations, Inc. Contract Number: FCSD2-FY2006-001B Billing Account Number: NA Multiple Billing Account Numbers: N Service Start Date: 07/01/2009 Service End Date: N/A Contract Award Date: 02/09/2006 Contract Expiration Date: 09/30/2010 Shared Worksheet Number: 1109328 Number of Months Recurring Service Provided in Funding Year: 12 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$65,000.00 Pre-discount Amount: \$65,000.00 Discount Percentage Approved by the USAC: 80% Funding Commitment Decision: \$0.00 - Bidding Violation Funding Commitment Decision Explanation: MRI: The shared discount was reduced to a level that could be validated by third party data. <><><>> MR2: The FRN was modified from \$65,000.00 to \$64028.71 to agree with the applicant documentation. of your original contract FCSD2-FY2006-001B changed in FY 2009. Specifically, the wireless and switching services requested in FRN 1866285; and the procurve service requested in FRN 1866330 were not being covered under the original contract FCSD2-FY2006-001B. Program rules require that a new FCC Form 470 be posted to the USAC website for at least 28 days prior to renegotiating or changing the terms of the contract. Posting a new FCC Form 470 makes potential bidders aware of your desire to change the terms of your contract and allows all potential bidders the opportunity to participate in the 28-day competitive bidding process. Since you failed to post a Funding Year 2009 FCC Form 470 for these services, this FRN must be denied.

FCDL Date: 10/29/2012

Wave Number: 95M Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2013

471 Certification was filed. Your original contract did not contain a set price or define the specific services. The quotes provided in support of these FRNS were not dated after the FCC Form 471 postmark date.

00001

FUNDING COMMITMENT REPORT Billed Entity Name: FLORENCE COUNTY SCHOOL DIST 2 BEN: 127212 Funding Year: 2009

Comment on RAL corrections: The applicant did not submit any RAL corrections. Form 471 Application Number: 682814 Funding Request Number: 1866330 Category of Service: Internal Connections Form 470 Application Number: 977960000566646 SPIN: 143017811 Funding Status: Not Funded Service Provider Name: Computer Software Innovations, Inc. Contract Number: FCSD2-FY2006-001B Billing Account Number: NA Multiple Billing Account Numbers: N Service Start Date: 07/01/2009 Service End Date: N/A Contract Award Date: 02/09/2006 Contract Expiration Date: 09/30/2010 Shared Worksheet Number: 1109328 Number of Months Recurring Service Provided in Funding Year: 12 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$5,000.00 Pre-discount Amount: \$5,000.00 Discount Percentage Approved by the USAC: 80% Funding Commitment Decision: \$0.00 - Bidding Violation Funding Commitment Decision Explanation: MR1: The shared discount was reduced to a level that could be validated by third party data. <><><>>> DR1: The FRN is denied due to a competitive bidding violation. The scope of your original contract FCSD2-FY2006-001B changed in FY 2009. Specifically, the wireless and switching services requested in FRN 1866285; and the procurve service requested in FRN 1866330 were not being covered under the original contract FCSD2-FY2006-001B. Program rules require that a new FCC Form 470 be posted to the USAC website for at least 28 days prior to renegotiating or changing the terms of the contract. Posting a new FCC Form 470 makes potential bidders aware of your desire to change the terms of your contract and allows all potential bidders the opportunity to participate in the 28-day competitive bidding process. Since you failed to post a Funding Year 2009 FCC Form 470 for these services, this FRN must be denied. <><><>><> DR2: The FRN is denied because no contract was in place when the FCC Form 471 Certification was filed. Your original contract did not contain a set price or define the specific services. quotes provided in support of these FRNS were not dated after the FCC Form 471 postmark date.

FCDL Date: 10/29/2012 Wave Number: 95M Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2013

00001



February 21, 2012

Oliver T Frail FLORENCE COUNTY SCHOOL DIST 2 (828) 885-2832

Application Number(s): 682814

Funding Request Number(s): 1866285, 1866330

Response Due Date: February 28, 2012

We have completed our review of Funding Year (FY) 2009 FCC Form 471 #682814, FRN 1866285 and FRN 1866330, and determined that the contract renegotiation associated with these FRNs was in violation of the program rules.

- Your original contract FCSD2-FY2006-001B was signed February 9, 2006 for a period of four years. In FY2009, the scope of your original contract changed. Specifically, the wireless and switching services requested in FRN 1866285; and the procurve service requested in FRN 1866330 were not being covered under the original contract FCSD2-FY2006-001B.
- The rules of the Program require that a new FCC Form 470 be posted to the USAC website for at least 28 days prior to renegotiating or changing the terms of the contract. Posting a new FCC Form 470 makes potential bidders aware of your desire to change the terms of your contract and allows all potential bidders the opportunity to participate in the 28-day competitive bidding process. Since you failed to post a FY2009 FCC Form 470 for these services, FRN 1866285 and FRN 1866330 must be denied.

If the FRN(s) should not be denied and you have alternative information to support your position, please provide the supporting documentation. Please keep in mind that your supporting documentation should be the documentation or data used to prepare your FCC Form 471 application. Please note that such documentation must be dated on or before the close of the FCC Form 471 filing window in order for USAC to consider it. For additional contract guidance, please refer to the USAC website at: http://www.usac.org/sl/applicants/step04/contract-guidance.aspx.

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Clara Peterson
Program Compliance
USAC, Schools and Libraries Division
Ph: 973-581-5146
Fax: 973-599-6552
cpeters@sl.universalservice.org

Schools and Libraries Division - Correspondence Unit 30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685 Visit us online at: www.usac.org/sl

SPECIAL COMPLIANCE REVIEW CERTIFICATION

I certify that I am authorized to make the representations set forth in the responses to the Special Compliance Review inquiry on behalf of **Florence County School District 2**, the entity represented on and responding to the Special Compliance Review inquiry, and am the most knowledgeable person with regard to the information set forth therein. I certify that the responses and supporting documentation to the Special Compliance Review inquiry are true and correct to the best of my knowledge, information and belief. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I acknowledge that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I dec	lare under pena day of	Ity of perjury that the foregoing , 2012 at	g is true and correct. [city],	Executed
	day or	[state].		

Tom T. Traywick

From:

Tom T. Traywick

Sent:

Tuesday, February 28, 2012 10:59 AM

To:

Peterson, Clara

Cc:

flo2

Subject:

RE: Florence CSD2 denial letter for FY2009 Form 471 #682814

Attachments: FLO2 FY2006 FCSD2-FY2006-001B SIGNED.pdf; FLO2 FY2006 Addendum One Net Support RFP FCSD2-2006-001 01.12.2006.pdf; FLO2 FY2006 Net Support RFP FCSD2-

2006-001 12.21.2005.pdf; FY2009 FLO2 FCSD2-2006-001B Extension SIGNED

01.07.2009.pdf

Ms. Peterson,

The applicant's response to your letter of February 21, 2012 follows:

We first became aware in July 2010 that USAC-SLD was conducting a special review of the CSI contracts that are in place with this applicant. We also are aware that USAC-SLD has been in direct correspondence with CSI in this matter. Neither we, nor the applicant are privy to what USAC-SLD and CSI have discussed. We are, however, the agent of the applicant, and we attest to the accuracy of the information provided herein and attached.

Attached to this email please find four .PDF attachments totaling approximately 680 KB.

Your original contract FCSD2-FY2006-001B was signed February 9, 2006 for a period of four years. In FY2009, the scope of your original contract changed. Specifically, the wireless and switching services requested in FRN 1866285; and the procurve service requested in FRN 1866330 were not being covered under the original contract FCSD2-FY2006-001B.

Please carefully review the contract (attached). At Item 4 on page 2 of 7 you will please note that the original term of the contract ran, not for 4 years, but through September 30, 2009. You will also find attached an annual amendment to extend the contract for FY2009.

Please also note that (on page one) the contract specifically includes, by reference, the language of RFP # FCSD2-2006-001 (attached). Please also note (as explained in previous correspondence) that the contract includes categories of service and per item pricing but does not include quantities and therefore does not have a "face value", nor commit the District to any level of activity. Although the pricing is fixed as a result of the E-Rate compliant bid, the items and quantities (and dollars) requested would be expected to change from year to year as the needs of the District changed. At no time during the term of the FY2006 contract did the scope of the contract change.

Please note that RFP FCSD2-2006-001 makes clear that the District seeks contracts that provide a basis for pricing future projects and services for the life of the contract; and states further, in Item VIII. Scope of Support Requested, that the scope includes Basic Maintenance, cabling, network hardware parts, components, network software, and installation. Both of the resulting contracts also make clear these points. It is clear that "..network hardware part, components.." would include servers and UPS's in addition to routers, switches, WLAN access points, video controllers, etc.

Specifically, the wireless and switching equipment (network components) and the "procurve service" (HP ProCurve Switches, network components) were anticipated in the scope of the RFP and the scope of the contract. At no time during the term of the FY2006 contract did the scope of the contract change.

• The rules of the Program require that a new FCC Form 470 be posted to the USAC website for at least 28 days prior to renegotiating or changing the terms of the contract. Posting a new FCC Form 470 makes potential bidders aware of your desire to change the terms of your contract and allows all potential bidders the opportunity to participate in the 28-day competitive bidding process. Since you failed to post a FY2009 FCC Form 470 for these services, FRN 1866285 and FRN 1866330 must be denied.

No FY2009 Form 470 was necessary under the rules of the program. The FY2009 FRNs in question were legitimately filed referencing the multi year contract FCSD2-2006-001B. Please note that FCC Form 470 No 977960000566646 (the establishing Form 470 for the contract) is posted for Internal Connections and for Basic Maintenance of Internal Connections; and specifically states a desire to seek a multi year contract and/or a contract featuring voluntary extensions; and states that an RFP is available.

Please note that RFP FCSD2-2006-001 states, in Item V on page 4 that "the District has posted FCC Form 470 Number 977960000566646 ... in conjunction with this RFP"and, in Item VIII.G at the bottom of page 10 of 14, that the District "reserves the right to negotiate a multi-year contract that features an option for voluntary extensions".

Please note that RFP FCSD2-2006-001 makes clear that the District seeks contracts that provide a basis for pricing future projects and services for the life of the contract; and states further, in Item VIII. Scope of Support Maintenance, includes Basic the scope Requested, that components, network parts, network hardware Both of the resulting contracts also make clear these installation. points. It is clear that "..network hardware part, components.." would include servers and UPS's in addition to routers, switches, WLAN access points, video controllers, etc.

Please also note that (on page one) the contract specifically includes, by reference; the language of both RFP #FCSD2-2006-001 and "the CSI proposal offered in response to RFP FCSD2-2006-001" (attached). As we have stressed previously, the contract is an indefinite delivery contract (IDC) which behaves like a Master Contract.

Application documentation (quotes and Items 21) for applications based on a multi year time and materials IDC are developed after the execution of the contract. Quotes and Items 21 are not addenda to, or part of, the contract; and they could change each year as the projects being requested under the terms of the contract change. That the applicant did not apply for servers and UPS's or Wireless LAN in the first year of the contract is not an indication that servers and UPS's or Wireless LAN are not part of the scope of the contract, but simply that the applicant chose not to apply for servers and UPS's or Wireless LAN in that funding year. When the applicant decided, in later years, to apply for Wireless LAN, then it was clear in the scope of the contract and the RFP that Wireless LAN was included under the terms of the contract. It was then only necessary to generate a vendor quote utilizing the pricing previously determined in the FY2006 bid, and documented in the contract # FCSD2-2006-001B.

We stand ready as always to provide further clarification if needed.

Thank you for your assistance in this important matter.

Tom Traywick Sr. Compliance Analyst Service Associates, Inc.

DISCLAIMER: This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law If you are not the intended recipient. you should delete this message. Any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited. Thank you.

Service Associates, Inc. is an E-rate compliance support services company serving applicants exclusively.

From: Peterson, Clara [mailto:Clara.PETERSON@sl.universalservice.org]

Sent: Tuesday, February 21, 2012 5:19 PM

Subject: Florence CSD2 denial letter for FY2009 Form 471 #682814

Importance: High

Please see attached.

Thanks, Clara Peterson Associate Manager, Special Compliance Review Solix, Inc. | 30 Lanidex Plaza West | Parsippany, NJ 07054 T: 973.581.5146 | F: 973.599.6552 clara.peterson@sl.universalservice.org

Confidentiality Notice: The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is STRICTLY PROHIBITED. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.

Florence County School District Two

Network Technical Services Agreement Contract Number: FCSD2-FY2006-001B

Presented by:

CSI Technology Resources, Inc.

1661 East Main Street • Easley, South Carolina 29640 • Phone: 864/855-3900 • Fax: 864/855-1429

Microsoft Novell, CITRIX







Network Technical Services Agreement

This Network Technical Services Agreement ("Agreement") between CSI Technology Resources, Inc., with principal offices at 1661 East Main Street, Easley, South Carolina 29640 (hereinafter referred to as "CSI, Inc.") and Florence County School District Two with principal offices at 2121 South Pamplico Highway, Pamplico, South Carolina 29583 (hereinafter referred to as the "District") specifically includes and is subject to the following documents:

- 1. Florence County School District Two RFP# FCSD2-2006-001
- 2. The CSI, Inc. Proposal of Services offered in response to RFP# FCSD2-2006-001

and therein outline the terms and conditions for E-Rate Eligible Network Maintenance Services for the period from the date of execution by the District through September 30, 2009 with voluntary one year extensions for two additional years.

Any E-Rate ineligible computer and network support services requested by the District will be provided separately by CSI, Inc. under the terms of the S. C. State Contract for Temporary IT Personnel, or other agreement.

1. General Contract Coverage.

- a) This Agreement applies to all of the E-Rate eligible sites and items located in the District, and any E-Rate eligible components and/or services acquired and/or implemented by the District during the Term of this Agreement.
- b) This Agreement is a time and materials contract for non-recurring services and is not contingent upon The District receiving an <u>approved</u> Funding Commitment Decision Letter from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). The District may request CSI, Inc. to begin work prior to notification by the SLD or to begin work after notification by the SLD. IN EITHER CASE, THE DISTRICT IS RESPONSIBLE (SUBJECT TO THE LANGUAGE OF SECTION 5.F) AND SECTION 5.G) OF THIS AGREEMENT) FOR 100% OF THE PRICE OF ALL PRODUCTS PROVIDED, AND ALL WORK PERFORMED, BY CSI, Inc. RESULTING FROM THIS AGREEMENT. The District is also responsible for ensuring the accuracy of all information sent to the SLD.
- 2. Service Responsibilities of CSI, Inc. CSI, Inc. shall provide the District with E-Rate eligible installation and configuration of networked systems expansion and/or upgrade projects consisting of eligible network components including wire line and wireless LAN infrastructure. The services provided will include provision of necessary UTP and multimode fiber optic cabling necessary to support operation of the District's networks within the goals of the District's Technology Plan. All of the materials and services provided to The District under the terms of this Agreement are billable if authorized by The District. During the term of this agreement, CSI, Inc. will perform these support services for the networked systems at The District as requested by The District, in accordance with the following:

- a) Upon award and initiation of this contract to CSI, Inc. the CSI, Inc. project manager responsible for providing these services will meet with the District to plan a baseline service schedule.
- b) CSI, Inc. AND THE DISTRICT ARE MUTUALLY RESPONSIBLE FOR ASCERTAINING THAT THE DISTRICT WILL FILE AN FCC FORM 486 PRIOR TO 120 DAYS AFTER INITIAL DELIVERY, BY CSI, Inc., OF SERVICES THAT ARE DEPENDENT UPON RECEIPT OF SLD COMMITTED E-RATE DISCOUNTS.

3. Responsibilities of District.

- a. District shall provide CSI, Inc. a list of employees authorized to call CSI, Inc. to request services. The list is not to exceed three employees per District.
- b. District is responsible for paying invoices in a timely manner. CSI, Inc. reserves the right to cancel or suspend this service agreement if District becomes delinquent or defaults in payment of debt or open accounts receivable held by CSI, Inc., or any of its members, agents, or affiliates.
- c. THE DISTRICT AND CSI, Inc. ARE MUTUALLY RESPONSIBLE FOR ASCERTAINING THAT THE DISTRICT WILL FILE AN FCC FORM 486 PRIOR TO 120 DAYS AFTER INITIAL DELIVERY, BY CSI, Inc., OF SERVICES THAT ARE DEPENDENT UPON RECEIPT OF SLD COMMITTED E-RATE DISCOUNTS.
- d. It is the responsibility of District to ensure that all of its files and data are adequately maintained, duplicated and documented. CSI, Inc. will not be responsible for District's failure to do so. CSI, Inc. will assist District's personnel in performing backups and restores as a part of this contract; however the District shall be responsible for the security and storage of all backup media.
- e. CSI, Inc. shall not be liable for delay in furnishing or failure to furnish services if such delay or failure is caused by an act of God, strike, governmental action, or any cause beyond the reasonable control of CSI, Inc.
- 4. Term. This Agreement shall become effective upon execution by the District, and continue through September 30, 2009 with voluntary extensions for two additional years unless terminated by either party. If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement; an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto.

5. Price and Payment.

- a) The District will pay CSI, Inc. an hourly fee for services provided when requested and authorized by the District. For services provided by Level 3 personnel (Systems Engineer), there will be a charge of \$90.00 per hour or \$720.00 per day. For services provided by Level 2 personnel (Network Analyst), there will be an hourly charge of \$85.00. For services provided by Level 1 personnel (Computer Technician), there will be an hourly charge of \$65.00. For travel to and from the District for all level engineers, the District will be charged 1/2 the typical hourly labor rate.
- b) All network hardware, components, parts and network software necessary to maintain the District's network within the normal goals of the District's technology plan provided by

CSI, INC. INITIALS L.O. DATE 206-06

DATE 2/9/06

- CSI, Inc. will be priced from South Carolina State Contract where applicable, or at CSI, Inc.'s cost plus 8% plus shipping (if any) and retail sales tax.
- c) All cabling maintenance adds, moves and changes requested by the District will be provided at the pricing provided in the CSI, Inc. Proposal of Services offered in response to RFP# FCSD2-2006-001.
- d) CSI, Inc. will invoice The District monthly, or more frequently at the pleasure of the parties, and the invoices will be discounted by the amount of the funded E-rate discount. The invoices will itemize the hours billed per person. The invoices will be accompanied by backup documentation as required by the District.
- e) The District will pay all properly submitted invoices within 30 days of the invoice date.
- f) Immediately upon invoicing the District, CSI, Inc. will invoice USAC-SLD by the filing of Form(s) 474 Service Provider Invoice.
- 6. Service Hours. CSI, Inc. services are available from 8:30am until 5:00pm Monday through Friday except the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. After hours support is available from 5:00pm to 8:30am Monday through Friday at standard rates per hour. Weekend support is available from 5:00pm on Friday until 8:30am on Monday at standard rates per hour.
- Service Response Time. CSI, Inc. will develop a mutually agreed upon schedule upon
 commencement of contract activities. CSI, Inc will make every effort to provide onsite
 services within 4 Business hours after receiving a call for services that are not scheduled.

8. Limitation of Liability and Warranty.

- a. CSI, Inc. warrants that it has special expertise in the design, configuration, installation, maintenance and management of networked information systems and that it will perform the work hereby undertaken with its best efforts, in accordance with customary and generally accepted professional standards and practices, and in compliance with all applicable federal, state and local laws, regulations and orders.
- b. CSI, Inc. disclaims all other warranties (including all implied Warranties of merchantability and fitness for a particular purpose.)
- c. In no event shall CSI, Inc. be liable for any damages resulting from loss of data, loss of profits, loss of use of products or equipment, or for any incidental or consequential damages, even if advised of the possibility of such damages. District's right to recover damages caused by CSI, Inc. fault or negligence shall be limited to moneys actually paid by District for services involved. This limitation of CSI, Inc. liability shall apply regardless of the form of action, whether in contract or tort including negligence. Any action against CSI, Inc. must be brought within 12 (twelve) months after the alleged act or omission giving rise to damages.

9. General

a. Either party may cancel the Agreement at any time, effective thirty (30) days from the date of the written notice given by either party advising of cancellation. Cancellation may be due to a breach of this Agreement or for any reason necessary, but will not take effect until thirty (30) days from written notification. The District agrees to pay all sums

CSL INC. INITIALS 20-DATE 2-06-06

DATE 29/06

- owed through the date of termination and CSI, Inc. agrees to furnish all service through the date of termination. All other provisions of the Agreement not in conflict with this provision shall remain in full force and effect.
- b. The terms and conditions of this Agreement prevail over the terms and conditions of any order submitted by District for Services under this Agreement.
- c. The interpretation of the terms and provisions of this Agreement shall be governed by the laws of the State of South Carolina.
- 10. Disputes and Resolution. This Agreement will be governed, construed and enforced in accordance with the laws of the State of South Carolina, without recourse to the conflicts of laws provisions thereof. All disputes that may arise between the parties hereunder out of or in any matter relating to this Agreement or the breach thereof, shall be submitted to and settled by binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Any arbitration proceeding shall take place in Richland County, South Carolina, without regard to South Carolina's conflict of laws rules.
- 11. Notices. All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered (including by means of a messenger service), or (2) delivered by United States mail (registered or certified) return receipt requested, or (3) when delivered (and receipted for) by an overnight delivery service.

Each such notice shall be sent to the respective party at its regular business address as follows:

As to the District:

Florence County School District Two Attn: Charles Hyman 2121 South Pamplico Highway Pamplico, South Carolina 29583

As to CSI, Inc.:

CSI Technology Resources, Inc. Attn: Tom Clinton 1661 East Main Street Easley, SC 29640

CSL INC. INITIALS LO DATE 2-06-06

DATE 24906

- 12. Status of Parties. CSI, Inc. is an independent contractor and not an employee, agent, or partner of or a joint venture with The District. All employees, servants or agents of CSI, Inc. retain the status of CSI, Inc. as an independent contractor and not an employee, agent or partner of or a joint venture with the District.
- 13. Subcontracting or Assignment. CSI, Inc. will not subcontract or assign the work undertaken or any of its obligations or rights under this agreement without The District's prior written consent.
- 14. Confidentiality. CSI, Inc. acknowledges and agrees that all information (whether verbal or written) about the District and the District's business disclosed to CSI, Inc. by the District or learned by CSI, Inc. during the performance of the work hereunder is "Confidential Information." Such Confidential Information is the District's sole property and this Agreement does not give CSI, Inc. title or any rights to or any interest in the same. CSI, Inc. agrees that it will disclose the Confidential Information only to those of its employees who have a need to know it for purposes of performing this Agreement and who have agreed to hold it in confidence as provided herein; will take such steps as are necessary to prevent any unauthorized disclosure of the Confidential Information; will not produce, sell, offer for sale or otherwise commercially exploit or make any use whatsoever of the Confidential Information (except to perform this Agreement) without the District's prior written consent; and will promptly deliver the Confidential Information and all copies thereof to the District at any time upon the District's written request. The foregoing confidentiality obligations do not extend to any information which was known to CSI, Inc. and in its possession prior to commencing work hereunder (as evidenced by CSI, Inc.'s prior written records); is proven to have been in the public domain at the time of disclosure by The District; is proven to have been rightfully obtained hereafter from a third party which had no obligation of confidentiality to the District with respect thereto; or is required to be produced by governmental laws or regulations or judicial orders, provided that CSI, Inc. notifies the District promptly in writing that such production has been requested and takes all reasonable steps to protect any information produced from public disclosure.
- 15. Contacts. The District's Contracting Officer for this work will be Charles Hyman, Assistant Superintendent Instruction and Technology, and the CSI, Inc. Contracting Officer will be Laurin Oswald, Operations Manager. These persons will be responsible for all communications, decisions and approvals in connection with the work.
- 16. Insurance. During the term of this agreement, CSI, Inc. will maintain, at is own expense, the following insurance coverage, as evidenced by insurance certificates provided to The District on request: statutory worker's compensation and employer's liability; comprehensive general public liability in the amount of \$1 million bodily injury/property damage per occurrence; and automotive liability in the amount of \$1 million bodily injury/property damage per occurrence.

CSI, INC. INITIALS J. U.
DATE 2 06 06

DATE 2/9/06

- 17. Force Majeure. CSI, Inc. will not be liable for any delays in performance hereunder due to events beyond its reasonable control (including, without limitation, acts of God, fire, flood, acts of war, acts of sovereign governments, and labor disputes) provided that it gives prompt notice of the nature and extent of the delay to the District, and further provided, that if such event continues for a period of more than five (5) days, the District may terminate this Agreement upon written notice to CSI, Inc., without further obligation to CSI, Inc. hereunder.
- 18. Termination. If either party breaches any warranty hereunder or any provision of this Agreement, the other party may terminate this Agreement upon written notice, without further obligation hereunder, and/or may pursue any remedies available to it hereunder or at law or equity.
- 19. Entire Agreement, Amendments. This Agreement, and all documents referred to or incorporated herein by reference including any Amendments and/or Addenda, contain all the agreements, warranties, understandings, conditions, covenants, and representations made between the District and CSI, Inc., related to the subject matter of this Agreement; and supersedes any prior agreements between them concerning the matters covered. In the event of a conflict between this Agreement and any District purchase order or any other document or form of the parties, this Agreement will supersede and govern. This Agreement may not be amended or modified except by a written amendment executed by both parties.
- 20. Waiver. The failure of either party at any time to exercise any of its rights under the Agreement will not be deemed to be a waiver of such rights and will not in any way prevent such party from subsequently asserting or exercising such rights or any other rights hereunder.
- 21. Severability. If any provision of the Agreement is or becomes invalid, in whole or part, under any applicable law or regulation, it will be deemed stricken and the rest of the Agreement will remain in full force and effect.
- 22. Parties. This Agreement is binding on the District and CSI, Inc. and their respective directors, officers, employees, agents, successors and any duly authorized assigns.

CSI, INC. INITIALS LO.

DATE 206-06

DATE 2906

Notice to the Parties

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CSI, Inc. WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

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Florence County School District Two

Name: N. Charles Hymen Jr

DISTRICT INTITIALS TO DATE 219/06

AMENDMENT TO CONTRACT NUMBER FCSD2-2006-001B January 7, 2009

"Network Technical Services Agreement"

WHEREAS the Florence County School District Two (hereafter "District" and CSI Technology Resources, Inc. (hereafter "CSI), are parties to a "Network Technical Services Agreement" (hereafter "Agreement") which provides for a Term consisting of the period February 9, 2006 through and until September 30, 2009, and

 WHEREAS the Agreement states "This Agreement shall become effective upon execution by the District, and continue through September 30, 2009 with voluntary extensions for two additional years unless terminated by either party.", and

WHEREAS the District and CSI are both desirous of extending this agreement,

NOW THEREFORE BE IT AGREED that, effective January 7, 2009, the Contract No. FCSD2-2006-001B is amended by being extended to include the period through September 30, 2010.

BE IT FURTHER AGREED that effective for the extend contract period from and including November 14, 2008 through September 30, 2010, certain schedules and/or exhibits and/or attachments of the Agreement may be revised and/or added and/or removed; and are specifically included and incorporated, as binding components of the Amended Agreement.

IN WITNESS WHEREOF, by their hands and seals appearing below, the duly authorized representatives of the parties have executed this Amendment in duplicate:

Florence County School District 2	Computer Software Innovations, Inc.
M. charle Hyman	Signature
N. Charles Hyman Jr. Print Name	David Dechart Print Name
Assistant Superintendent	CFO Title
1-8-09 Date	1-7-09 Date

Request for Proposal

For

Network Support Services

For The

Florence County School District Two 2121 South Pamplico Highway Pamplico, South Carolina 29583

RFP # FCSD2-2006-001

December 21, 2005

Table of Contents

	NTRODUCTION3	
II.	INVITATION3	,
III.	TIME SCHEDULES	ļ
IV.	EVALUATION CRITERIA	1
v.	E-RATE	1
VI.	GENERAL REQUIREMENTS/INFORMATION	5
VII.	VENDOR'S QUALIFICATIONS	8
VIII	SCOPE OF SUPPORT REQUESTED	9
IX.	PROPOSAL FORMAT AND REQUIREMENTS	1
IX.	PROPOSAL FORMAT AND REQUIREMENTS	1
IX.	PROPOSAL FORMAT AND REQUIREMENTS	1 1 1
IX. Fi	PROPOSAL FORMAT AND REQUIREMENTS	1 1 1 2
IX. Fi U C	PROPOSAL FORMAT AND REQUIREMENTS	1 1 2 2
IX. Fi	PROPOSAL FORMAT AND REQUIREMENTS	1 1 2 2 2
IX. Fi	PROPOSAL FORMAT AND REQUIREMENTS 1 Inderstanding of the Project 1 Inderstanding of the Proje	1 1 1 2 2 3
IX. Fi U C C C T	PROPOSAL FORMAT AND REQUIREMENTS 1 Inderstanding of the Project 1 Inderstanding of the Proje	1 1 1 2 2 3 3
IX. Fi U C C C T E	PROPOSAL FORMAT AND REQUIREMENTS	1 1 1 2 2 3 3

I. Introduction

The Florence County School District Two ("the District" or "FCSD2") is soliciting sealed proposals for technical support of the computer networks in the District, including purchasing, installation, configuration, cabling, and basic maintenance. This document is the Request for Proposals ("RFP") for infrastructure, components and services related to this task.

The District consists of 4 sites including the district office. The District's WAN infrastructure is private Ethernet Fiber and Internet Access is provided by the S.C. Division of the State CIO. The District's LAN/WAN environment is predominantly Ethernet and the Network Server platform is predominantly Novell.

District personnel perform all maintenance of desktop PCs.

II. Invitation

A. The District will receive sealed proposals at:

Florence County School District Two District Office Attn: Charles Hyman, Asst. Supt.- Instruction and Technology 2121 South Pamplico Highway Pamplico, SC 29583

The deadline for receipt of proposals is Friday **January 20, 2006, 12:00 Noon**. Proposals will be publicly opened at that time. Proposals not physically in the possession of the Procurement Official at that time will be given no further consideration, unless approved in advance by the District. Place the following on the outside of the mailing/delivery package: **Response to Florence County School District Two, Network Support Services, RFP** # **FCSD2-2006-001.** The Offeror must provide one signed original and three (3) copies of the proposal. This means that FAX or email transmission of the proposal will not be accepted.

- B. The District expects to award the Contract to the firm whose proposal is in the best interest of the district. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening of said bid. The District reserves the right to reject any and all bids and to waive any requirements herein.
- C. The RFP and its requirements will become binding on the Contractor awarded a contract, unless Contractor takes formal exception to an item or items, as directed in the section, "Proposal Requirements."
- D. From the time of receipt of this RFP until the awarding of the contracts, Offerors are hereby cautioned to <u>limit any communications with the District to the email account named below</u>. Any attempt to circumvent the bidding process by contacting personnel at this

institution could result in the disqualification of the Offeror. Any questions regarding this RFP should be directed, in writing VIA EMAIL, to FCSD2 Network Support RFP (Flo22006rfp@serviceassoc.com). Questions will be answered by issue of Addenda to the list of Offerors registered with the District. The last day for the receipt of questions will be Wednesday, January 11, 2006.

III. Time Schedules

RFP / Form 470 Posted Wednesday, December 21, 2005

Last day for questions
 Wednesday, January 11, 2006

Opening of Proposals
 Friday January 20, 2006, 12:00 Noon
 Noon

IV. Evaluation Criteria

Evaluation of all proposals will be based on the following criteria, listed in order of priority:

- A. Cost 15%
- B. The Contractor's prior experience and comparability of client database as presented in the response. 13%
- C. The Contractor's qualifications, certification, and credentials as presented in the response. 12%
- D. Overall service offered. 12%
- E. Plan for working under the supervision of the FCSD2 Information Technology Team as presented in the response. 12%
- F. Understanding of the project and scope of work as presented in the response. 12%
- G. Submission in accordance with proposal format described herein. 12%
- H. Responses of selected past and present clients (the District will select those references to be contacted). 12%

V. E-Rate

The District has posted FCC Form 470 Number 977960000566646 on the USAC-SLD web site in conjunction with this RFP, and it is the intent of the District to submit FCC Form 471 Application(s) to the SLD for funding of these services. District funding of these services may be conditional upon a funding commitment by the SLD. The successful Offeror will be required to segregate, and bill separately, any costs of services that are not e-Rate eligible. The successful Offeror will be required to bill in accordance with SLD guidelines using the method determined by the District.

VI. General Requirements/Information

- A. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof; seems to any vendor to restrict, or limit, the requirements in the solicitation to a single source, it shall be the responsibility of the interested vendor to notify the District in writing so as to be received Fifteen (15) days prior to the opening date. The solicitation may or may not change, but a review of such notification will be made prior to award.
- B. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to Steve Quick, Superintendent, 2121 South Pamplico Highway, Pamplico, SC 29583, within fifteen days of the date of issuance of the Invitation For Proposals or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to Steve Quick, Superintendent, 2121 South Pamplico Highway, Pamplico, SC 29583, within fifteen days of the date of notification of award posting in accordance with Florence County School District Two Procurement Code and Regulations.
- C. The District reserves the right to reject any and all proposals, to waive any technicalities, to negotiate with Offerors prior to awarding a contract, and to accept the proposal which, in District's opinion, seems most advantageous to the District.
- D. This RFP does not commit the District to award any contract, to pay any costs associated with proposal submission, or to procure or contract for the services specified herein.
- E. The District shall not be responsible for payment of any add-on, addition, or optional equipment or service that has not been authorized in writing by the District.
- F. Offeror will be required to submit Offeror's standard agreement with Offeror's proposal for review by District. The Offeror awarded a contract will be required to amend Offeror's standard agreement to include (1) this RFP and any Addenda, (2) Offeror's proposal, and (3) any approved amendments and changes as binding components of the contract. These documents will supersede any conflicting statement in Offeror's standard agreement. The terms and conditions agreed to as part of the final contract(s) will remain applicable during warranty and as long as the contract(s) is(are) in effect between Offeror and District.
- G. Offeror will be liable for any damage Offeror may cause to equipment and/or material owned by District or Offeror. The cost to repair such damage will be the responsibility of the Offeror and repair will be completed promptly.
- H. The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (a) this RFP; (b) exhibits and other documents to be developed in the future that shall become a part of the Agreement (c) the District-Offeror Agreement (d) the

District issued purchase orders or acknowledgments; and then, (e) the Offeror response to the RFP.

- I. Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. By submission of this signed offer, the offeror agrees to subject itself to the jurisdiction and process of the courts of the state of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by any government unit.
- J. The general standard of care by which Offeror shall be measured is the same standard imposed by South Carolina law on a fiduciary in a fiduciary relationship. The standard of care Offeror shall assume includes a duty of loyalty to act in the District's best interests with respect to the subject matter of the contemplated engagement, and a duty of responsibility to act with utmost good faith and diligence with respect to the obligations of Offeror under the Agreement.
- K. The Offeror will certify a "drug-free workplace" as the term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, Chapter 107.
- L. The District shall have the right to interview and to object to Offeror's assignment of specific individuals (including management) to perform work relating to this Agreement and to request replacement of personnel assigned by Offeror to perform work relating to this Agreement. The District may reject personnel provided by the Offeror without incurring any cost if such rejection is made within the first two (2) days of the person's assignment. The District may reject personnel provided by the Offeror at any time provided the District pays for the time the contract person has worked.
- M. Offeror may subcontract part of its responsibilities to related companies or other entities provided the District gives prior, written approval of the subcontractor and Offeror and such subcontractor meets the requirements of the District's confidentiality agreement. In the event that Offeror engages such a subcontractor, the acts and omissions of the subcontractor shall be deemed to be the acts and omissions of Offeror and references in this Agreement to the obligations of Offeror shall also be deemed to be references to subcontractor.
- N. No contract may be assigned, sublet or transferred without written approval of the District.
- O. Under no circumstances and with no exception will the District act as arbitrator between the contractor and any subcontractor.
- P. Offeror shall keep District Confidential Information secure and confidential. Offeror shall not directly or indirectly disclose, copy, distribute or allow access to any District Confidential Information; provided however, Offeror may disclose such information to persons

- performing services for Offeror related to the subject matter who require access to District Confidential Information in order to complete their responsibilities. In such event, Offeror shall continue to have a legal duty to protect such District Confidential Information. In addition, Offeror may disclose District Confidential information, if so required by law.
- Q. The vendor shall hold the owner harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the owner or any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the owner reserves the right to defend such motion and charge all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- R. Offeror will provide the District with a written release of all liability for any liens or other encumbrances that are legally and properly claimed against the system installation. Furthermore, Offeror agrees to indemnify the District against any losses the District may incur as a result of such liens or encumbrances.
- S. Offeror will, if awarded a contract, obtain, pay the premium for, and maintain in full force and effect at least throughout the term of the contract, and for such additional time as District may deem necessary, the following insurance:
 - 1. Workmen's Compensation, as required by Labor Laws of the State of South Carolina
 - 2. Property Damage in the amount of not less than \$1,000,000
 - 3. Public Liability in the amount of not less than \$1,000,000 for one person and \$3,000,000 for the aggregate
 - 4. Note: Prior to commencement of work, Offeror will provide the District with certificate of insurance or other proof of compliance, acceptable to the District. Such certificates or other Documentation will be provided to the District at least 30 days prior to any cancellation and/or change in insurance carriers or coverage.
- T. Offeror will be responsible for coordinating all activities and installation work with the District or the District's representative.
- U. Offeror will be required to enforce the District's smoking policies with respect to Offeror's labor force.
- V. Offeror shall provide only technicians, support staff, representatives, coordinators, and supervisors who are adequately trained, skilled, and certified in their various specialties to complete the installation of the District's system.
- W. Payment Terms: Offeror will provide invoices to the District, on at least a monthly basis. Offeror will bill the District for the non-discounted portion of the work and will bill the SLD for the discounted portion.

- X. Any contract entered into by the District resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- Y. Any contract entered into by the District resulting from this solicitation may be terminated by the District providing a sixty (60) day advance notice is given to the contractor.
 - 1. In the event the contract is terminated or cancelled upon request and for the convenience of the District without the required sixty (60) days advance notice, the District shall negotiate reasonable termination costs, if applicable.
 - 2. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing termination cost provision. The sixty (60) day advance notice requirement is waived and the default provisions of the solicitation shall apply.
 - 3. In case of default, the owner reserves the right to purchase any or all items in the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent offer of the defaulting contractor shall be considered until the assessed charge has been satisfied.
- Z. If any term or provision of any contract resulting from this RFP shall be found to be illegal or unenforceable, notwithstanding any such legality or unenforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severed there from.
- AA. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract(s). All changes or amendments to the Contract;(s) will be in the form of an Addendum to the Contract executed by agreement and acceptance of both parties.

VII. Vendor's Qualifications

The following specifications <u>are not absolute requirements</u> but these and similar credentials would be viewed by the District in a positive light. The vendor's ability to meet the following specifications (and / or similar specifications) should be documented in the proposal.

A. The successful Offeror should:

- 1) Have a staff of engineers and technicians that have certifications and qualifications including, but not limited to those associated with Microsoft, Novell, Tandberg and Cisco.
- 2) Have a business presence in South Carolina.
- 3) Have an established business partnership with leading industry infrastructure hardware manufacturers.

- 4) Have the ability to provide LAN infrastructure equipment from state contracts.
- B. The successful Offeror should have the following experience:
 - 1) Substantial experience as a network systems integration company in the state of South Carolina.
 - 2) Substantial experience supporting multiple South Carolina school districts.
 - 3) Installation and support of multiple platforms and network operating systems within a K-12 environment.
 - Successful voice/data convergence installations.
 - 5) Successful internal and external wireless installations.
 - 6) Working with large Telco's and small regional public telephone companies, the SC State Budget and Control Board Division of the State CIO (formerly known as OIR) and the SC State Dept. of Education.
 - 7) Installation and design of structured cabling systems in accord with current EIA/TIA directives and standards, and in accord with all applicable codes and statutes.
 - 8) Network systems design and project management.
 - 9) Management of large LAN/WAN networks.
- C. The successful Offeror should provide the following:
 - 1) An automated service management system that will track the hours spent and detail the work completed. A report must be provided to the District on demand and at least monthly.
 - 2) Ability to report to the District within 4 hours in an emergency situation.
 - 3) Familiarity with the District's network configuration.
 - 4) A toll-free support number.

VIII. Scope of Support Requested

- A. During the contract period, the Contractor(s) will be expected to provide any computer and network support services deemed necessary by the District's Office of Technology.
- B. Support will include: Basic Maintenance including a regular schedule of preventive maintenance for all eligible network technologies; assistance in the diagnosis, maintenance

and repair of network problems; maintenance of the district network communication file servers including all network operating systems, file server backups, network switches, network routers, and network cabling. This should be proposed as a schedule of multiple levels of hourly fees for multiple levels of technical competence. This support will be provided, if requested by the District, under a time and materials Basic Maintenance Services Contract which will include an Appendix that lists by site all of the network components covered by the contract. The network infrastructure in the District is similar to other SC Public School Districts and, in general terms, consists of but is not limited to approximately the following components:

- UTP drops
- FO pulls
- Cisco and 3Com switches and other LAN gear
- Router(s)
- Servers
- And any other eligible components added during the funding year
- C. Support will also include: Installation of necessary cabling additions, both UTP and multi-mode fiber optics installed to industry standards, codes and statutes. Pricing should be proposed as a cabling price sheet. This support will be provided, if requested by the District, under a time and materials Network Cabling Services Contract that includes the cabling price sheet proposed by the successful vendor.
- D. Support may also include: provision for purchase of any network hardware parts, components and network software that may be required to maintain and upgrade the District's networks within the goals of the District's Technology Plan. Pricing might best be proposed as a cost-plus arrangement, and/or State Master Contract pricing.
- E. Installation of network projects (servers, routers, switches, etc.), if requested by the District, will also be included within the support requested in this RFP. This should be proposed as a schedule of multiple levels of hourly fees for multiple levels of technical competence. This support will be provided, if requested by the District, under a time and materials Network Services Contract.
- F. The contract(s) is(are) scheduled to begin on July 1, 2006 and extend at least through June 30, 2007. The number of days each month on which the District will need support, and the level(s) of support needed, will vary depending on the requirements of the District.
- G. The District reserves the right to negotiate a multi-year contract, or a contract that features an option for voluntary extensions, if deemed in the best interest of the District.

IX. Proposal Format and Requirements

It is the intent of the District that the RFP Response (The Proposal) is presented in the following format. It is the requirement of the District that the Offeror execute the acknowledgement statement at the end of this Section IX. The Offeror may wish to consider using a cover letter to relay any other information deemed necessary by the Offeror.

All Offerors must provide at a minimum, the following information in the following order. Any portion not included will be cause for possible elimination from the proposal process. The information should be organized as indicated below. Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as non-responsive.

Proposals must be made in the official name of the firm or individual in which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

One signed original and three (3) copies of the proposal must be provided by the Offeror.

Firm Information

- Firm Name
- Firm Address
- Contact information for the Officer of the Firm in charge of this Proposal
- Contact information for proposed account manager and lead engineer.
- CDIN
- Federal Taxpayer Identification Number
- Firm Profile

Understanding of the Project

- Provide a detailed description of all of the services to be provided.
- Provide a detailed description of the Offeror's plan for delivering all of the services to be provided,
- And, a detailed description of the Offeror's plan for maintaining complete communications with the District in the process.

Contractor Qualifications

- Provide statements and documentation of the firm's experience in network system integration, and in the provision of technical support for complex LAN/WAN environments.
- Provide copies of all insurance certificates, including liability and Workman's Compensation.
- Provide documentation of any and all company and personnel certifications relating to the Areas of Expertise defined in this RFP.
- Provide the firm's job descriptions for each proposed level of support personnel, addressing skills and experience as presented in this RFP. Sample Resumes may be provided if available.
- Any other information that would be helpful to the District.

Contractor Client Base/References

The contractor should have a minimum of five (5) references for similar engagements performed within the past two years. FCSD2 desires that at least three (3) of these references be school districts. For each of the references, provide the following information:

- Client Name
- Client Location
- Contact name(s), telephone numbers, and email address(s)
- Inclusive dates of engagement
- Description of engagement

Cost

- Provide a schedule of hourly rates for the personnel to be provided. This schedule should detail each level of support personnel to be provided (for instance Network Engineer, Network Technician, Desktop Technician, etc.). The schedule should also address any other charges associated with support personnel, such as travel and/or after hours support.
- Provide a means for pricing any network hardware, parts, components and network software that may be required to maintain operation of the District's network. This is might be accomplished by a "cost plus" formula accompanied by a legal definition of "cost" and/or reference to State Master Contracts. The District will, however, consider other approaches to this goal.
- Provide a mechanism for pricing necessary cabling additions, both UTP and multi-mode fiber optics; installed to industry standards, codes and statutes. This should be accomplished by submission of a detailed comprehensive price sheet of component level costs and installation fees that addresses economies of scale.

The District will, however, consider other approaches. The goal is to be able to enter into a contract that provides for pricing of cabling jobs in the future.

Terms and Conditions

Offeror shall include a copy of proposed agreement terms and conditions. Price quotes must be inclusive of all expenses. Final terms and conditions will be negotiated prior to contract award.

Exceptions

- In a section titled "Exceptions", Offeror is required to point out services and features which cannot be provided and contract conditions which cannot be met.
- If Offeror fails to object to any conditions of the RFP, it shall mean that the Offeror agrees with and will comply with all conditions set forth in this RFP.

Alternatives

- In a section entitled "Alternatives", Offeror may list services, features, or contract
 conditions, which in the Offeror's opinion may be more favorable to FCSD2 than
 those set forth in this document.
- Such services and conditions will be taken into account in evaluating the proposal. This, however, does not relieve the Offeror from adhering to the specifications in the base proposal.

Acknowledgement

In submitting this proposal, we (Offeror) understand that FCSD2 will determine at their discretion which proposal, if ANY, is accepted. We acknowledge that Offerors waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection and the final selection of successful Offeror.

We further acknowledge that the Florence County School District Two has the right to verify any and all information submitted by the Offeror, to evaluate Offeror's integrity, reliability, and capacity for satisfactory performance, to wave any and all technicalities and to award a contract that is deemed in the best interest of the Florence County School District Two.

FIRM NAME:		
Ву:		
Print Name:		
Title:		
Date:		

Florence County School District 2 Pamplico, South Carolina

RFP # FCSD2-2006-001

Addendum 1 - January 12, 2006

Following are changes, additions, deletions, or additional information to the RFP. All addenda are considered a component of the RFP.

Changes to the RFP:

The last two sentences of Section I. Introduction of the RFP read as follows:

The District's LAN/WAN environment is predominantly Ethernet and the Network Server platform is predominantly Novell.

District personnel perform all maintenance of desktop PCs.

Those two sentences are changed to read as follows:

The District's LAN/WAN environment is predominantly Ethernet and the Network Server platform is predominantly Microsoft.

Maintenance of desktop PCs is outsourced by the District.

Questions asked by potential responders through 5:00 PM January 11, 2006

Question: We are unable to tell what to price. We understand the hourly rates, but we do not have descriptions of what to provide maintenance for, etc. Are we missing something?

Answer: The RFP requests pricing for basic maintenance of the eligible network components / infrastructure in the District.

RFP # FCSD2-2006-001

Addendum 1 - January 12, 2006

In addition to the description provided in the RFP; the network infrastructure in the District is similar to other SC Public School Districts and, in general terms, consists of approximately the following components as described by the applicant:

- UTP drops
- FO pulls
- Various switches, mostly 3Com
- Routers
- Servers
- And any other eligible components added during the year

Question: Will you be looking for a single company to provide the wiring and network support or will you break it out?

Answer: The RFP anticipates multiple awards, multiple contracts and the potential for multiple companies.

Question: I am a little unsure of how to respond to the cabling aspect of your RFP. I understand the intent, but need some clarification in order to give a good proposal. How do you intend to arrive at a lump sum price for the item 21 attachments?

Answer: Each year the applicant and the successful offeror will assemble a scope of work for the projects to be applied for in that funding year and base the applications (and Item 21 Attachments) on that SOW. That is why we need a response that includes a comprehensive detailed cabling price sheet.

RFP # FCSD2-2006-001

Addendum 1 – January 12, 2006